

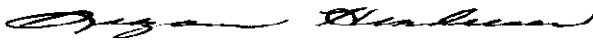
Electronically Recorded

Tarrant County Texas

Official Public Records

12/10/2010 12:48 PM

D210305590



PGS 6 \$36.00

Suzanne Henderson

Submitter: ACS

**NOTICE OF ASSIGNMENT OF OIL AND GAS LEASE**HFTC **GF#:** PF10615086 (ARN)**Effective Date:** December 7, 2010**Seller:** Patricia A. Surles and Jessie Glenn Surles**Buyer:** Joshua B. Davis and Jobina W. Davis**Property:** Lot 9, Block 5, of BELLE MEADE, PHASE 2, an Addition to the City of Mansfield, Tarrant County, Texas, according to the Plat thereof recorded in Cabinet A, Slide 8700, Plat Records of Tarrant County, Texas.**Lease:** Oil and Gas Lease dated May 20, 2007, between Patricia A. Surles, as lessor, and Hollis E. Sullivan, Inc., as lessee, concerning oil, gas and other minerals located in, under or that may be produced from the Property, recorded at Instrument No. D210286334 Real Property Records, Recorded November 18, 2010, Tarrant County, Texas.

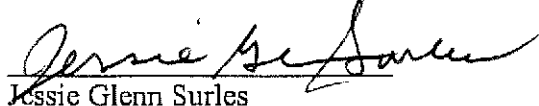
Seller and Buyer notify and instruct the lessee under the Lease as follows:

1. Seller has sold the Property, including all of Seller's right, title and interest under the Lease, to Buyer as of the Effective Date.
2. All royalties and other payments payable to the lessor under the Lease that accrue after the Effective Date are to be paid to Buyer at the following address:

1611 Chateau Lane  
Mansfield, TX 75063

**SELLER:**

Patricia A. Surles



Jessie Glenn Surles

**BUYER:**\_\_\_\_\_  
Joshua B. Davis\_\_\_\_\_  
Jobina W. Davis by Joshua B.  
Davis as her Agent and Attorney-in-  
Fact

**NOTICE OF ASSIGNMENT OF OIL AND GAS LEASE**

**GF#:** PF10615086 (ARN)

**Effective Date:** December 7, 2010

**Seller:** Patricia A. Surles and Jessie Glenn Surles

**Buyer:** Joshua B. Davis and Jobina W. Davis

**Property:** Lot 9, Block 5, of BELLE MEADE, PHASE 2, an Addition to the City of Mansfield, Tarrant County, Texas, according to the Plat thereof recorded in Cabinet A, Slide 8700, Plat Records of Tarrant County, Texas.

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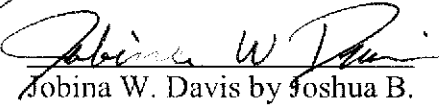
**SELLER:**

\_\_\_\_\_  
Patricia A. Surles

\_\_\_\_\_  
Jessie Glenn Surles

**BUYER:**

  
Joshua B. Davis

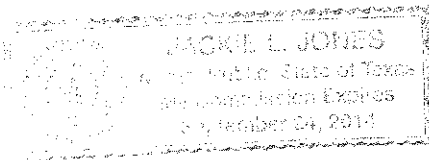
  
Jobina W. Davis by Joshua B.  
Davis as her Agent and Attorney-in-  
Fact

BY 

State of Texas

County of Tarrant

This instrument was acknowledged before me on the 7<sup>th</sup> day of Dec., 2010,  
by Patricia A. Surles and Jessie Glenn Surles.



Jackie L. Jones  
Notary Public, State of Texas

State of Texas

County of DALLAS

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by  
Joshua B. Davis individually and on behalf of Jobina W. Davis as her Agent and Attorney in  
Fact.

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
Joshua B. Davis and Jobina W. Davis  
1611 Chateau Lane  
Mansfield, TX 76063

State of Texas

County of Tarrant

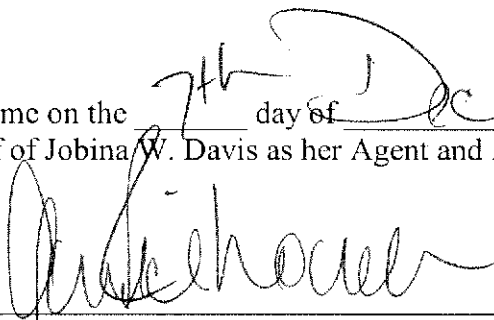
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010,  
by Patricia A. Surles and Jessie Glenn Surles.

\_\_\_\_\_  
Notary Public, State of Texas

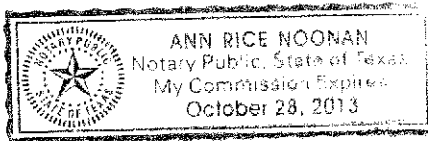
State of Texas

County of DALLAS

This instrument was acknowledged before me on the 7th day of Dec, 2010, by  
Joshua B. Davis individually and on behalf of Jobina W. Davis as her Agent and Attorney in  
Fact.

  
\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
Joshua B. Davis and Jobina W. Davis  
1611 Chateau Lane  
Mansfield, TX 76063




**Electronically Recorded**

Official Public Records

Tarrant County Texas

11/18/2010 10:49 AM

**D210286334**



Suzanne Henderson

PGS 2 \$20.00

Submitter: SIMPLIFILE



Permian Land Company  
1501 Summit Ave., Ste 200  
Fort Worth, TX 76102

Submitter: Permian Land Company

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

ELECTRONICALLY RECORDED  
BY SIMPLIFILE

By: \_\_\_\_\_

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Consent to Oil and Gas Lease

WHEREAS the undersigned, **Mortgage Electronic Registration Systems, Inc.** ("Lienholder"), is the owner and holder of that certain indebtedness secured by two Deeds of Trust (the "Mortgage") executed on January 14, 2005, by **Patricia A. Surles and Jessie Glenn Surles, wife and husband**, ("Debtor" whether one or more), for the benefit of **Mortgage Electronic Registration Systems, Inc. "MERS"**, recorded at County Clerk Document Nos. D205022182 and D205022183, Official Public Records, Tarrant County, Texas, and is made a part hereof by reference and covers the following lands in Tarrant County, Texas (the "Lands"):

**LOT 9, BLOCK 5, BELLE MEADE ADDITION, AN ADDITION TO THE CITY OF MANSFIELD, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET A, SLIDE 8700, PLAT RECORDS, TARRANT COUNTY, TEXAS.**

That **Patricia A. Surles** ("Lessor" whether one or more), executed an Oil, Gas and Mineral Lease (the "Lease") to **Hollis R. Sullivan, Inc.**, dated **May 20, 2007**, and recorded in the Official Public Records of Tarrant County, Texas, at Document Number **D207217960**, and now owned by **XTO Energy Inc.** by Assignment recorded at Document Number D208378421 ("Lessee").

Therefore, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the parties agree as follows:

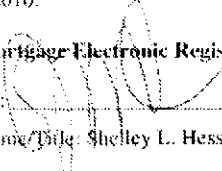
1. Non-disturbance. Lienholder acknowledges and agrees that it will not infringe upon or disturb the owners leasehold interests of Lessee, and Lessee shall continue in the quiet enjoyment of same, including the right to pay all rents and royalties payable under the Lease to the Lessor.
2. Payment of Royalties. Lessee agrees, in consideration of the execution of this Agreement by Lienholder, that in the event Lienholder advises Lessee in writing that the Mortgage of Lessor is delinquent, then Lessee will pay to Lienholder all royalties and rentals due or to become due until further notice by Lienholder that the Mortgage is no longer delinquent.
3. Consent. Lienholder agrees that any sale of said property under and by virtue of said Deed of Trust, whether by judicial proceedings, public auction and outcry, private sale, or any other transfer, shall be made expressly subject to the aforesaid Lease, and said Lease shall not be terminated by any such transfer of the mortgaged property.
4. Assignment. In the event the mortgage is foreclosed for any reason, and Lienholder succeeds to the interest of the Lessor under the Lease, Lessee agrees that it shall recognize Lienholder as successor-in-interest to Lessor and to any and all of the right, title and interest of the Lessor under the Lease. Lessee agrees to render to Lienholder the performance of all of Lessee's obligations, which, under the terms of the Lease, are for the benefit of Lessor, with the same force and effect as if Lienholder were the original Lessor.

The rights and obligations of the parties hereunder shall inure to the benefit of the respective successors, heirs and assigns of each party. Therefore, the Lease and all of its terms are hereby incorporated by reference in this Agreement with the same force and effect as if set forth completely herein.

Witness my signature this the 12<sup>th</sup> day of October, 2010.



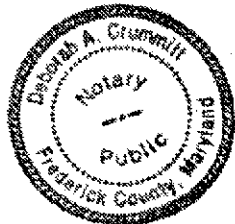
**Mortgage Electronic Registration Systems, Inc.**

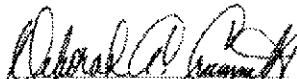
By:   
Name/Title: Shelley L. Hess, Assistant Secretary

**ACKNOWLEDGMENT**

STATE OF MARYLAND §  
COUNTY OF FREDERICK §

This instrument was acknowledged before me on the 12<sup>th</sup> day of October, 2010 by Shelley L. Hess, Assistant Secretary of Mortgage Electronic Registration Systems, Inc. "MERS", on behalf of said organization in the capacity herein stated.



  
Deborah A. Crummitt, Notary Public

My commission expires: May 5, 2012

Katherine L. Hess  
Proles